

Bethesda Game Days – Fallout® 76 Custom Console Giveaway

OFFICIAL GIVEAWAY RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Bethesda Game Days – Fallout® 76 Giveaway (the “Giveaway”) is sponsored by Bethesda Softworks LLC (the “Sponsor”). For the purposes of the Giveaway, the “Giveaway Group” is composed of the Sponsor, together with its affiliates and related companies, including without limitation its parent, sister and subsidiary companies, retailers, franchisees, advertising and promotion agencies, suppliers of material and services related to the Giveaway, and any other corporation, partnership, sole proprietorship or other legal entity directly involved in the Giveaway and their respective officers, directors, employees, agents, and other representatives.

1. GIVEAWAY PERIOD

The Giveaway starts on Thursday, February 27, 2020, at approximately 11:00 a.m. Eastern Standard Time (“EST”) and ends on Monday, March 2, 2020 at 11:59:59 p.m. EST (the “Giveaway Period”).

2. ELIGIBILITY

All participants must be 18 years of age or older at the time of entry, must possess a valid form of identification and be a legal resident of (i) one of the 50 United States (or the District of Columbia) excluding the territories, military installations and commonwealths, or (ii) Canada. All applicable federal, national, state, provincial and local laws and regulations apply. Void where prohibited, restricted or taxed by law. Excluded from eligibility are officers, directors, employees, and agents of Sponsor, each of its respective parent, affiliated or related companies, agencies, suppliers of the materials and services related to this Giveaway, and members of any immediate families (defined as parents, siblings, children and spouses, regardless of where they live) or households (whether or not related) of such officers, directors, employees, and agents.

3. HOW TO ENTER; REPRESENTATIONS AND WARRANTIES

NO PURCHASE NECESSARY. Internet access and a valid Twitter account, or attendance at Bethesda Game Days (as defined below), is required. To enter the Giveaway, entrant must either:

- (i) **Follow the official Fallout® Twitter page**, located at twitter.com/Fallout, and retweet the Bethesda Days Giveaway tweet featuring the #BethesdaGameDays hashtag (the “Twitter Giveaway”), **OR**
- (ii) **Attend Bethesda Game Days at Laugh Boston in Boston, Massachusetts on Friday, February 28, 2020 or Saturday, February 29, 2020 (“Bethesda Game Days”), and obtain, complete, and submit a raffle ticket** at the on-site Giveaway entry box (the “Live Giveaways”).

No other method of entry will be accepted.

Once your proper submission is received, you will receive one (1) entry (each an “Entry” or collectively, the “Entries”) into either the Twitter Giveaway, or the Live Giveaways. By submission of an Entry, you confirm that you have read, understood and agree to abide by these Official Giveaway Rules. Your submission must adhere to the Eligibility Criteria listed above or your submission will be void and ineligible for entry into the Giveaway. You represent and warrant that your submission is not libelous, defamatory, profane, or obscene and does not infringe upon the intellectual property rights, rights or privacy or personality or any other statutory or common law rights of any other person. Limit: One (1) Entry per person per entry method during the Giveaway Period. Entry must be submitted by the entrant him or herself. Entrant may only use one (1) Twitter account in connection with this Giveaway. Any attempt to exceed the maximum number of Entries per person is a violation of these Official Giveaway Rules and may result in disqualification. Use of automated devices is prohibited; automated Entries (including but not limited to Entries submitted using any robot, script, macro or other automated service) are not permitted and may result in disqualification.

4. HOW TO WIN

On Friday, February 28, 2020 raffle ticket drawings will be held at approximately 4:30pm EST and 6:00pm EST, and on Saturday, February 29, 2020, at approximately 6:00 pm EST, at Bethesda Game Days. Two (2) entrants will be selected as the winners at random from all Live Giveaway Entries received on Friday, February 28, 2020, and one (1) entrant will be selected as the winner at random from all Live Giveaway Entries received on Saturday, February 29, 2020 (each a “Drawing”).

On or about Tuesday, March 3, 2020, in Rockville, Maryland, one (1) Twitter Giveaway Entrant will be selected as a winner at random from all Entries received in the Twitter Giveaway.

There are three (3) prizes available to be won. See Prize Claim Conditions in Rule 5 below. The odds of being selected to win a prize in the Giveaway will depend on the total number of eligible Entries per entry method received during the Giveaway Period.

5. PRIZE CLAIM CONDITIONS

The selected Live Giveaway entrants (the “Live Giveaway Winners”) must be present at the Drawing to win. The Live Giveaway Winners will be notified by Sponsor by announcement at the Drawings. The selected Twitter Giveaway entrant (the “Twitter Winner”) will be notified by Sponsor at the social media account used to submit the Entry. All Winners may also be required to complete and return to Sponsor (or its authorized agent) by the deadline specified in the documents a written affidavit of eligibility (or declaration and release), a release of liability and assignment of intellectual property, and publicity release form (collectively, the “Release”), releasing the Giveaway Group from any liability in connection with this Giveaway or the acceptance, possession, use or misuse of the prize. Return of the prize or winner notification as undeliverable, inability to reach the Twitter Winner, or failure of the Twitter Winner to respond to notification within three (3) days of first attempt by Sponsor or Sponsor’s agent, failure to provide proof of eligibility (if requested), Release documents, or other required documentation in a timely manner, or other non-compliance with these Official Giveaway Rules may result in disqualification, forfeiture of the prize and, at Sponsor’s sole discretion, selection of an

alternate eligible entrant for the forfeited prize at random from all remaining eligible Entries received, who will be subject to disqualification in the same manner.

6. PRIZES

The Twitter Winner will receive one (1) custom Fallout 76 themed Xbox One X (Raiders Version) (Approximate Retail Value (“ARV”) of the prize = USD \$349.99) (the “Twitter Prize”). The Twitter Prize will be delivered only to a verified winner. The Live Giveaway Winners will each receive one (1) custom Fallout® 76 Xbox One X (Settler Version) (ARV = USD \$299.99) or one (1) custom Fallout® 76 PlayStation 4 Pro (Raiders Version) (ARV = USD \$299.99), as determined by Sponsor (the “Live Giveaway Prizes”). The Live Giveaway Prizes will be delivered only to winners present during the Drawing. ARVs determined as of February 13, 2020. Prices are subject to change; retailers may sell for less. Prizes must be accepted as awarded and may not be substituted, transferred or redeemed for cash or otherwise; however, the Giveaway Group reserves the right to substitute a prize of equal or greater monetary value, in cash or otherwise, at its sole discretion, if a prize, or any component of any prize, cannot be awarded for any reason. Sponsor will not replace any lost or stolen prize. Sponsor makes no representations or warranties with respect to any prize. The Twitter Prize includes shipping and delivery to a U.S or Canada address only, as supplied by the Twitter Winner. All Winners will be responsible for all taxes (federal, state, and local) and all expenses not listed herein related to acceptance and use of the prize. Any person who is a U.S. resident winning \$600 or more worth of prizes from Sponsor in a calendar year will receive an IRS form 1099 after the end of the calendar year in which the prizes were awarded, and copy of such form will be filed with the Internal Revenue Service (IRS).

7. PERSONAL INFORMATION

Sponsor and its authorized agents will collect, use, and disclose the personal information you provide when you enter the Giveaway for the purposes of administering the Giveaway and prize fulfillment. By entering this Giveaway, you consent to such collection, use, and disclosure of your personal information. By entering the Giveaway, you grant Sponsor the right to use and reuse, in any media, your name, photograph, likeness, and if made available, biographical information by accepting a prize, winner agrees to Sponsor’s use of his/her name, city/state/province of residence, picture, biographical information, statements, voice and likeness in any advertising and publicity Sponsor may conduct relating to the Giveaway in any media or format, whether now known or hereafter developed, including but not limited to the World Wide Web, at any time or times in perpetuity, without further compensation or notice. Aggregate and/or anonymized Giveaway winner information may be used by the Sponsor to communicate about the Giveaway to its retailers and distributors.

Any personal information received as part of this Giveaway will be used by Sponsor, its affiliates and its advertising and marketing agencies involved in this Giveaway for the purpose of the administration of the Giveaway only. Sponsor’s privacy policy will apply to this Giveaway and to all information that we receive from your entry. For further information about Sponsor’s privacy practices, please see Sponsor’s Privacy Policy at: <https://bethesda.net/privacypolicy>.

8. RIGHT TO VOID/TERMINATE/SUSPECT/MODIFY

If the Giveaway, or any part thereof, is not capable of running as planned for any reasons, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, programming errors, or technical failures, which, in the sole opinion of the Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Giveaway, the Sponsor may, in its sole discretion, void any suspect Entries and: (a) terminate the Giveaway or any portion thereof; (b) modify or suspend the Giveaway, or any portion thereof, to address the impairment and then resume the Giveaway, or relevant portion, in a manner that best conforms to the spirit of these official Terms and Conditions; and/or (c) award the prize from among the eligible, non-suspect Entries received up to the time of the impairment in accordance with the winner selection criteria discussed above.

FOR CANADIAN RESIDENTS ONLY: Sponsor reserves the right, subject to the approval of the Régie des alcools, des courses et des jeux (the “Régie”) with respect to residents of Quebec, to terminate, suspend or modify this Giveaway, or these Official Giveaway Rules, in whole or in part, at any time and without notice or obligation if, in Sponsor’s sole opinion, any factor interferes with its proper conduct as contemplated by these Official Giveaway Rules. Without limiting the generality of the foregoing, if the Giveaway, or any part thereof, is not capable of running as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, programming errors, or technical failures, which, in the sole opinion of Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Giveaway, Sponsor may, in its sole discretion, and subject only to the approval of the Régie in Quebec, void any suspect Entries and: (a) terminate the Giveaway, or any portion thereof; (b) modify or suspend the Giveaway, or any portion thereof, to address the impairment and then resume the Giveaway, or relevant portion, in a manner that best conforms to the spirit of these Official Giveaway Rules; and/or (c) award the prize from among the eligible, non-suspect Entries received up to the time of the impairment in accordance with the winner selection criteria discussed above.

9. GENERAL CONDITIONS

Winning a prize is contingent on fulfilling all the requirements set forth herein. All Entries become the property of Sponsor and none will be returned or acknowledged. Mass Entries, automated Entries, Entries submitted by third parties, and any Entries or prize claims that are late, incomplete, fraudulent, illegible, unidentified or delayed will be void. All Entries and prize claims are subject to verification. Proof of Entry submission does not constitute proof of receipt. Entrants agree to abide by these Official Giveaway Rules. Decisions of Sponsor and/or any independent Giveaway judging organization will be final and binding on all matters pertaining to this Giveaway. Giveaway is subject to all applicable federal, state, provincial and local laws. Void where prohibited. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors. Sponsor’s failure to enforce any term of these Official Giveaway Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Official Giveaway Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Giveaway Rules is determined to be invalid or otherwise unenforceable, then the Official Giveaway Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Should a winner make any false statement(s) in any document referenced above, the winner will be required to promptly

return to Sponsor his/her prize, or the cash value thereof. Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process, the operation of the Giveaway and/or Giveaway websites or apps, violates the Official Giveaway Rules, or acts with intent to annoy, abuse, threaten or harass any other person. WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS GIVEAWAY OR UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW. In the event of a dispute as to the identity of the person who submitted any Entry, the authorized account holder of the Twitter account used to submit the entry on the date the entry was submitted will be deemed to be the entrant. The "authorized account holder" is the natural person assigned the Twitter account by Twitter Inc. The potential winner may be required to show proof of being the authorized account holder.

10. LIMITATIONS OF LIABILITY AND RELEASES

BY PARTICIPATING IN THIS GIVEAWAY, ENTRANTS AGREE THAT GIVEAWAY GROUP HAS NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS AGAINST, ANY LIABILITY FOR ANY INJURIES, CLAIMS, LOSSES, DAMAGES, COSTS OR EXPENSES OF ANY KIND (INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM (A) ENTRY OR PARTICIPATION IN THIS GIVEAWAY, INCLUDING ACCESS TO AND USE OF THE GIVEAWAY WEBSITES, (B) ANY CLAIMS BASED ON PERSONALITY OR PRIVACY RIGHTS, DEFAMATION OR PRIZE DELIVERY, OR (C) THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages; therefore, such exclusions may not apply to you.

Without limiting the foregoing, the Giveaway Group and any of Sponsor's other agencies, suppliers or contractors, shall not be responsible for: (a) any incomplete or inaccurate information that is caused by Giveaway website users, or by any of the equipment or programming associated with or utilized in the Giveaway, or by any technical or human error which may occur in the processing of submissions in the Giveaway; (b) lost, interrupted, or unavailable network, server, service provider, on-line systems, telephone networks or telephone lines, or any other connections; (c) the theft, destruction, loss or unauthorized access to, or alteration of, Entries; (d) any problems with, or malfunctions or failures of, telephone networks or lines, computers or computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (e) garbled transmissions or miscommunications; (f) failure of any e-mail to be received by or from the Giveaway judging organization or Sponsor for any reason, including but not limited to traffic congestion on the Internet or at any website or combination thereof or technical incompatibility; (g) damage to a user's computer equipment (software or hardware) occasioned by participation or downloading of materials related to this Giveaway; (h) printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or (i) technical, pictorial, typographical or editorial errors or omissions contained herein.

11. GOVERNING LAW

This Giveaway is governed by U.S. law and is subject to all federal, state, and local laws and regulations. Void in Puerto Rico, all U.S. territories and possessions, overseas military installations and wherever prohibited by law. Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of or connected with this Giveaway or any prize awarded shall be resolved under the laws of the State of Maryland, without respect to any conflict of law issues, and you agree that such shall be resolved individually, without resort to any form of class action, and exclusively by the U.S. Federal and State Courts of Montgomery County, Maryland, U.S.A.

12. QUEBEC RESIDENTS ONLY

Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

13. TWITTER DISCLAIMER.

The Giveaway is in no way sponsored, endorsed or administered by, or associated with, Twitter. In entering the Giveaway, entrants are providing information to Sponsor and not to Twitter. By entering the Giveaway, each entrant releases Twitter completely from any liability with respect to the Giveaway.

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